

DIA will resurvey each NF and ICF/MR prior to the expiration of its provider agreement. This survey shall include the findings of a fire safety survey performed within the last 90 days. No later than 30 days prior to the expiration of the provider agreement the DIA will notify DHS that:

a. A provider agreement may be executed for a period up to twelve months, or

b. No provider agreement may be executed with the facility, or

c. A conditional provider agreement may be issued. A conditional agreement may be executed for a period of twelve months but subject to a provision for automatic cancellation 60 days following the scheduled date for correction unless DIA finds and notifies DHS that all required corrections have been satisfactorily completed or sufficient progress has been made.

DIA will investigate complaints registered against providers covered under this agreement and advise DHS of the findings and any recommendations for action.

DIA will maintain the Nurse Aide Registry and the nurse aide training and testing program as required by the Omnibus Budget Reconciliation Act (OBRA) of 1987. DIA will be responsible for the enforcement of rules 441-81 promulgated by DHS.

b. Reconsideration and Appeals

Federal regulations provide for an appeals mechanism for those facilities affected by denial, termination, or nonrenewal of certifications and provider agreements. DIA is responsible for informal reconsideration actions and for full evidentiary hearing proceedings. The informal reconsideration process will be used prior to a full evidentiary hearing.

4. Services Provided by DHS

DHS shall perform the following duties in accordance with applicable standards for ICF/MR and NF participating in the Iowa Medical Assistance Program (Title XIX).

a. Execute time-limited provider agreements on the basis of certification reports received from DIA.

b. Review all data and information relative to a health care facility that has been certified by DIA as to whether such health care facility meets the federal and state standards for participation prior to executing an agreement with such health care facility to participate in the Iowa Medical Assistance Program (Title XIX).

c. Advise health care facilities of the scope and limitations of the Iowa Medical Assistance Program (Title XIX), of the responsibility of DHS to the health care facility, the health care facility's responsibility to the Title XIX Program, and to patients certified to receive NF or ICF/MR services.

d. Identify those health care facilities that should be reviewed by DIA where quality of services rendered or practices of the health care facility may be in question. Such cases, when indicated in the judgment of DIA to possibly cause a loss of Federal Financial Participation to DHS, shall be reported to DHS with appropriate information.

e. Inform DIA of all requests by health care facilities to participate in or withdraw from the Iowa Medical Assistance Program (Title XIX).

f. DHS will make available to DIA all rules and regulations with reference to applicable standards that health care facilities must meet for certification as a participating ICF/MR or NF in the Iowa Medical Assistance Program (Title XIX).

5. Documents and Records

a. The Iowa Department of Inspections and Appeals shall:

Maintain all information and reports used in determining whether a health care facility meets the requirements set forth in Paragraph A, Part IV above for a period of not less than three years except for records involved with an audit in process or involving audit exceptions. Those records shall be maintained until the audit is completed and audit exceptions have been cleared, or provide by separate agreement for the transferral of all such information to DHS.

Make such reports in such form and containing such information as DHS may require and will comply with such instructions issued to insure the correctness of such reports, including provisions made for the inspection and review at all reasonable times, of fiscal, statistical, and other records for the review of operations within the scope of this Agreement.

Keep DHS regularly informed of questions arising about failure of NF and ICF/MR facilities to comply with applicable laws and regulations. When a provider of NF services, or ICF/MR services is not willing, or able, to conform to such provisions DIA shall so advise DHS.

Permit duly authorized representatives of federal regulatory agencies or DHS access to DIA records relative to certification surveys for ICF/MR and NF facilities for compliance with reference to the standards set forth in all applicable laws and regulations, and records of costs for

providing these services, for audit and/or other purposes.

As required by federal regulation, DIA will obtain from health care facilities participating in the Iowa Title XIX Medicaid Program staffing reports each quarter (except the quarter in which the survey inspection is conducted) showing at least the following information:

Number of full-time equivalent RNs, LPNs, aides/orderlies assigned to nursing duty during each shift for one week of the quarter.

Number of fulltime equivalent personnel employed by the health care facility for each work center or department.

As required by federal regulation, DIA will make an evaluation of the quarterly staffing report for each health facility and advise DHS in writing regarding those health care facilities that are without adequate staffing when this condition may cause possible decertification of the facility.

The Iowa Department of Human Services shall:

Establish and maintain records necessary to fulfill the requirements of this Agreement.

Make reports to DIA as required in the consideration of the certification or decertification of ICF/MR or NF facilities by DHS.

Permit duly authorized federal representatives access to DHS records relative to the certification of ICF/MR and NF facilities participating in the Iowa Medical Assistance Program (Title XIX), and records of costs for providing these services for audit and/or other purposes.

Release information regarding recertification, decertification, deficiencies, and the plan for correction to the county offices of DHS and district offices of the Social Security Administration for purposes of public disclosure in compliance with applicable regulations. Inquiries received from the public regarding DIA survey and certification reports will be referred to DIA for proper interpretation and explanation.

6. Safeguarding Information

DIA agrees to comply with Iowa Code Section 217.30 (1993) in receiving and working with DHS client and client-related data. The use or disclosure of information concerning applicants and recipients (including former recipients) will be limited to purposes directly connected with the administration of DHS programs, the investigation, prosecution, or criminal or civil proceedings related to DHS administration of programs, or the administration of other

Federally assisted programs in accordance with DHS rules.

Information protected includes:

- o The names and addresses of applicants and recipients and amounts of assistance provided (unless excepted under paragraph (d) of this section);

- o Information related to the social and economic conditions or circumstances of a particular individual including wage information obtained from the agency administering the State unemployment compensation laws or from the Social Security Administration;

- o Agency evaluation of information about a particular individual;

- o Medical data, including diagnosis and past history of disease or disability, concerning a particular individual.

Whenever possible the recipient or family is informed of the request for information from an outside source and permission is obtained to meet the request.

In the event of the issuance of a subpoena for the DHS record or for a representative to testify regarding the client, the DIA will call the court's attention through proper channels to the Federal and State law provisions against release of information.

The same policies and procedures will be applied for requests from government bodies, the courts, or law enforcement official as with any other outside source.

Procedures for safeguarding information apply to computer system data as well as hard copy.

In accordance with §217.30(4)(b), DIA employees have no independent authority to release confidential data. Only the Director or his designee may release such information to public officials including law enforcement officers and administrative law judges. The Director will designate the Director of DIA as his designee for coordinating law enforcement activities on behalf of the DHS by means of a separate letter. To the extent DIA obtains information for licensure purposes, Iowa Code Chapter 135C (1993) applies.

7. Performance Standards

Each agency will endeavor in good faith to meet the time frames specified in this agreement. In the event that the time frames will not be met, the agency failing to meet standards shall notify the other of the failure and shall suggest proposed solutions for again achieving compliance.

8. Provisions Unique to Contractural Relationship

The Department of Inspections and Appeals shall retain the exclusive authority to perform all activities statutorily prescribed by 10A.502 Iowa Code (1989).

Personnel of DHS, DIA, and the Department of Public Safety (not including consultants assigned to the agencies) performing functions under this Agreement shall be subject to the Iowa Merit System. The merit system shall be applicable, in accordance with federal standards, to personnel performing functions under this Agreement.

Peace officer positions under the Department of Public Safety are exempt from State Merit System coverage but are subject to objective, uniform selection procedures.

Investigators in the office of the State Fire Marshal are considered peace officers.

9. Relationship with the Iowa Foundation for Medical Care (IFMC)

The IFMC operating under contract with DHS exercises all authority for utilization review and qualify of care review as granted to Peer Review Organizations in 42 CFR, Chapter IV, Subchapter D (Part 466).

In this regard, subject to relevant laws governing confidentiality, a free exchange of needed information and a spirit of general cooperation shall exist among DHS, DIA and the IFMC in regard to facility and client participation in the Iowa Medicaid Program.

10. Disputes

In the event of a dispute as to the meaning of the terms of this Agreement between the agencies party to this Agreement, the DHS decision controls on issues of state plan compliance. For non-state plan issues, disputes will be resolved through arbitration pursuant to 1993 Iowa Code §679A.19.

11. Reimbursement

a. DHS will provide funds for reasonable and necessary costs to DIA for performing the functions authorized by this Agreement, and for the attendance of surveyor personnel at HCFA required training programs and other meetings and institutes to increase and maintain professional qualifications of staff. Such funds will be paid periodically by the appropriate state officer upon certification by DHS. The records maintained or submitted

to DHS shall include the names of employees, salaries paid, hours of performance, and specifications of duties. Such records shall clearly indicate which portions of each employee's time is spent on functions authorized by this Agreement or that the employee is employed solely on functions authorized by this Agreement.

b. DIA will submit estimates of anticipated costs for such periods, at such times, and in such manner as may be requested by DHS. Such costs will not include any costs which are:

Attributable to the general expenses of the State in carrying on the functions of government not included in this Agreement; or

Which may be allocated to any other agency or organization for performing functions similar to, or related to, those functions described in this Agreement. After considering all pertinent information and after prior consultation with DIA, DHS will notify DIA of the amount which will be certified for payment to it for such period. DIA will not incur or make expenditures for such period which will exceed the amount of payment DIA certifies for such period.

c. After the close of a period for which funds have been certified as available to DIA, DIA will submit a timely report of its actual expenditures for the period in a manner specified by DHS. DHS will evaluate whether such expenditures were incurred in the performance of the functions authorized by this Agreement and within the approved budget in effect at the time such expenditures were incurred.

If questionable items or amounts of expenditure occur, DIA shall be given thirty (30) days to explain, justify or adjust such questioned expenditures. If it is found that such questioned expenditures cannot be justified, or adjusted within the fiscal period for which the expenditures were reported, appropriate adjustment shall be made in the amount certified for advance by DHS for a subsequent fiscal period.

d. Reports of expenditures of the Department of Public Safety for expenditures incurred in the performance of the functions authorized by this Agreement and within the approved budget in effect at the time the expenditures were incurred shall be forwarded to DHS by DIA within thirty (30) days of their receipt from the Department of Public Safety.

e. All estimates and reports of expenditures and other reports will be prepared in accordance with appropriate budgetary and accounting methods and administrative practices adopted by DHS and DIA. DIA will furnish or make available such supplemental accounts, records, or other information as are required to substantiate any estimate, expenditure, or report, as requested by DHS or as may be necessary for auditing purposes to verify that expenditures were made only for purposes authorized

by this Agreement.

f. In recognition of the responsibility of DHS to develop a budget based on the state fiscal year, DIA will annually submit a budget estimate to DHS by September 1 preceding the state fiscal year represented by the budget estimate.

g. If it later becomes permissible under Federal regulations, quarterly estimates and quarterly expenditure reports will be issued by DIA to the Health Care Financing Administration, Region VII, DHHS and grants will be issued directly by that office.

10. Signatures

Iowa Department of Human Services



Charles M. Palmer, Director

9/24/93

Date

State Citizens Foster Care Review Board




Jerry R. Foxhoven, Chair

9/28/93

Date

Iowa Department of Inspections and Appeals



Charles H. Sweeney, Director

9/16/93

Date

AMENDMENT

The Agreements entered into by the Department of Inspections and Appeals and the Department of Human Services for the period of time between September 1, 1993, through June 30, 1996, extended to January 1, 1999, is hereby extended to June 30, 1999.



Dept. of Inspections & Appeals
Kim D. Schmett, Director



Dept. of Human Services
Charles M. Palmer, Director

12/23/98

Date

12/18/98

Date

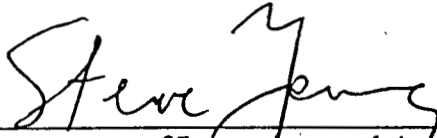
TN No. MS-99-4

Supersedes TN No. None

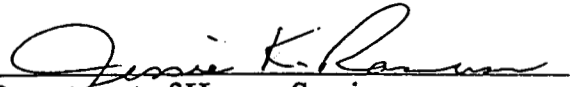
Effective date JAN 1 1999
Approval date APR 1 1999

AMENDMENT

The Agreements entered into by the Department of Inspections and Appeals and the Department of Human Services for the period of time between September 1, 1993, through June 30, 1996, extended to July 31, 1999, is hereby extended to September 30, 1999.



Department of Inspections and Appeals
Steven K. Young, Deputy Director



Department of Human Services
Jessie K. Rasmussen, Director

8/2/99

Date

8-20-99

Date